

~~2012 JAN 31 AM 11:04~~

Bernard J. Youngblood  
Wayne County Register of Deeds

January 31, 2012 03:46 PM

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2012 JAN 31 PM 3:45

### MAINTENANCE AGREEMENT

This agreement is made and entered into this 5<sup>TH</sup> day of December, 2011 by and between the City of Detroit, a body public, through its Department of Public Works, (referred to as the "City") and Magic City of Detroit LLC, a Michigan company (dba/King of Diamonds Lounge), whose address is 141 E. Eight Mile Rd., Detroit, Michigan, 48203.

NOW THEREFORE, for valuable consideration, including the covenants and undertaking herein contained, it is mutually agreed as follows:

1. **Purpose of Agreement:** Magic City of Detroit LLC owns certain property described as:

Parcel "A" – Lot 89, Woodward Boulevard Subdivision, Liber 35 Page 62 of plats, Wayne County Records. AKA 20536 Exeter, 48203. Ward 9, Item 24886.

Parcel "B" – Lots 77, 78 & 79, Childs Boulevard Subdivision, Liber 37 Page 41 of plats, Wayne County Records. AKA 20523, 20531 & 20535 Exeter, 48203. Ward 9, Items 24889, 24888 & 24887.

Magic City of Detroit LLC intends to improve and maintain Parcels "A" & "B" for parking. City owns certain alleys and rights of way adjacent to Magic City of Detroit LLC property. Since persons entering or exiting from the Magic City of Detroit LLC parking lots must use the City owned property, Magic City of Detroit LLC agrees to maintain sections of the publicly owned alley as detailed in the plan attached as Exhibit "A".

2. **Financial Responsibility:** It is understood that all physical improvements and repairs set forth herein shall be at the sole cost and expense of Magic City of Detroit LLC.
3. **Indemnification and Hold Harmless:** Magic City of Detroit LLC hereby agrees to indemnify, defend and hold the City harmless from all loss, costs, expense, actions, claims of action, damages and liability (including attorneys' fees and costs) for injury to or death of any person or persons and for the damage to or destruction of property arising from Magic City of Detroit LLC's use or maintenance of the section of the publicly owned alley as to which it agrees hereby to provide maintenance.
4. **Insurance:** Magic City of Detroit LLC covenants and agrees at its sole cost and expense to maintain for the mutual benefit of it and the City comprehensive general liability insurance on an occurrence form against claims for bodily injuries (including, but not limited to, death) or property damage (including, but not limited to,

destruction) occurring upon, in or about the public right of ways described herein, at combined single limits but not less than One Million Dollars (\$1,000,000.00) per occurrence; One Million Dollars (\$1,000,000.00) aggregate. Such insurance coverage shall name the city of Detroit as an additional insured and shall provide that the same may not be cancelled or materially modified without prior written notice by certified mail to the City to the attention of the City of Detroit, Finance Department, Coleman A. Young Municipal Center, Detroit, Mi 48226, Attn: Risk Management Division. Said Coverage maybe executed by a certificate of insurance issued upon so-called "blanket" coverage, or by either a certificate or the original of an insurance policy affecting such coverage. The insurance shall be primary and any such insurance or self- insurance maintained by the City shall be secondary and non-contributory and excess. Magic City of Detroit LLC shall be responsible for payment of all deductibles relating to insurance maintained by Magic City of Detroit LLC. The provisions requiring Magic City of Detroit LLC to carry such insurance shall not be construed as waiving or restricting the liability of Magic City of Detroit LLC under this agreement.

5. **Right to Assign:** Magic City of Detroit LLC may assign its obligations under this agreement to an unrelated third party upon City's prior written consent. Upon such authorized assignment to an unrelated third party, Magic City of Detroit LLC's obligations under this agreement will cease.
6. **Governing Law:** This agreement shall be governed by and construed in accordance with the laws of the State of Michigan.
7. **Entire Agreement:** This agreement constitutes the entire agreement between the parties. Any prior agreements, negotiations or representations not expressly set forth in this agreement are of no force and effect. Any amendment to or modification of this agreement shall be of no force or effect unless it is in writing and signed by an authorized signatory for each of the parties.
8. **Successors and Assigns:** This agreement shall be binding upon the successors and assigns of Magic City of Detroit LLC. This agreement is for the exclusive benefit of the parties stated herein and shall not be deemed to give any legal or equitable right, remedy or claim whatsoever to any other person.
9. **Improvement Changes:** Any changes by Magic City of Detroit LLC to the public right of ways described herein shall be subject to the prior approval of the City.
10. The parties understand that this agreement in no way limits the property rights of the City with regard to the subject public alley or the city's right to convey, alter or eliminate the said public alley.
11. Magic City of Detroit LLC and its successors agree to perpetually maintain the subject publicly owned alleys and to provide in relation to it the following services:
  1. Proper alley pavement, at all times free of obstruction.
  2. Snow removal.

MAGIC CITY OF DETROIT LLC, a Michigan company,

BY: Maysoon Matty

Ms. Maysoon Matty, Its Authorized Officer

STATE OF MICHIGAN    )  
                                  ) SS  
COUNTY OF WAYNE    )

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of December, 2011 by Ms. Maysoon Matty, the Authorized Officer of MAGIC CITY OF DETROIT LLC, a Michigan company, on behalf of the company.

Catherine A. VanHollebeke  
Notary Public  
Acting in Macomb County, Michigan  
My commission expires 09/14/2012

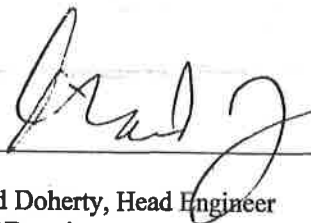
When recorded return to:  
City of Detroit, Department of Public Works  
City Engineering Division  
65 Cadillac Tower, Suite 1000  
Detroit, MI 48226

CATHERINE A. VANHOLLEBEKE  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF MACOMB  
MY COMMISSION EXPIRES Sep 14, 2012  
IN COUNTY OF Macomb

CITY OF DETROIT;

Through its Department of Public Works - City Engineering Division acknowledge this agreement with said company, until the City of Detroit, through its Department of Public Works - City Engineering Division deems this agreement void/useless.

BY: \_\_\_\_\_

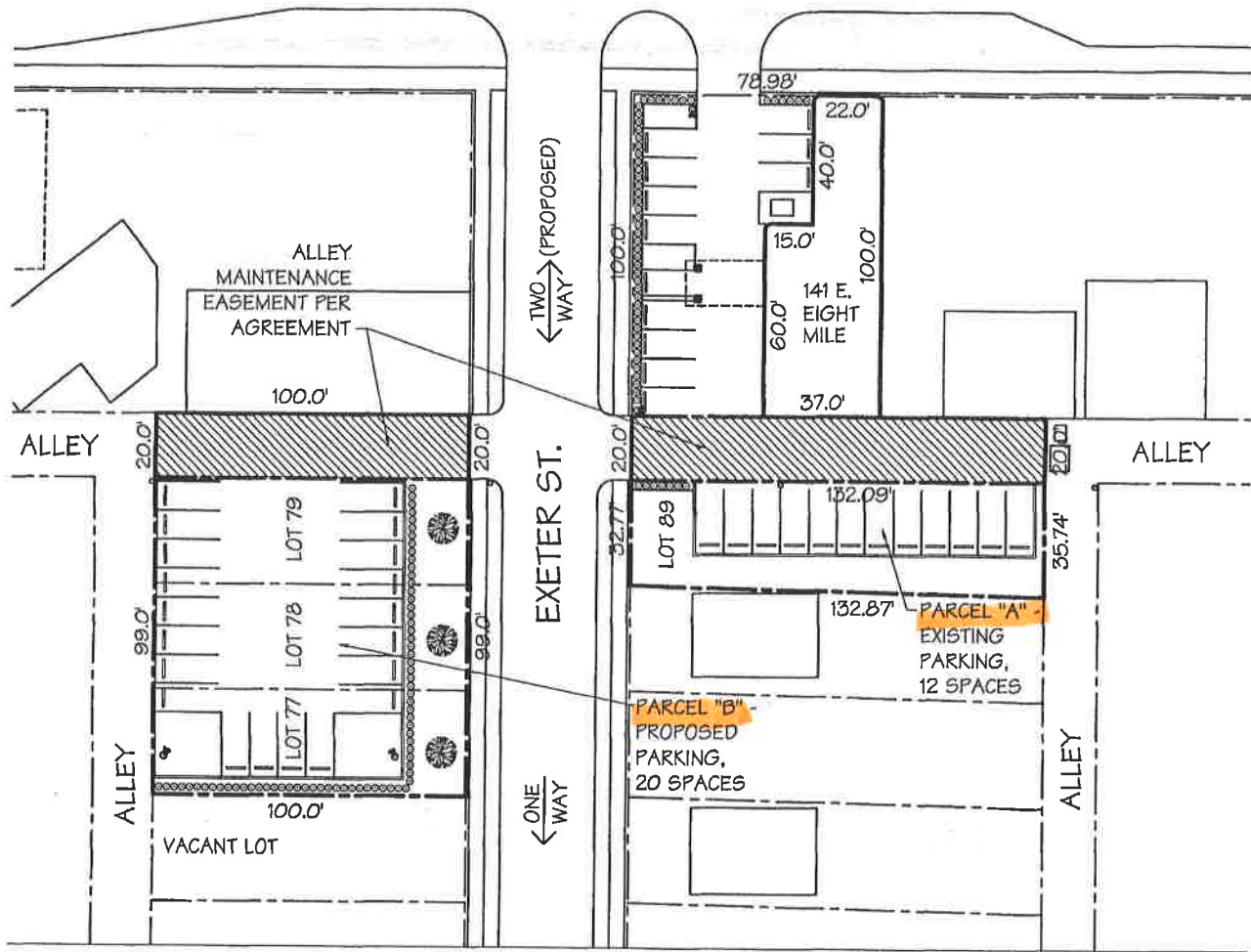
  
Richard Doherty, Head Engineer  
City of Detroit  
Department of Public Works  
City Engineering Division

APPROVED AS TO  
FORM & EXECUTION

  
Chief Assistant Corporation Counsel

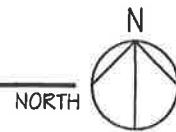
# EXHIBIT "A"

## EAST EIGHT MILE ROAD

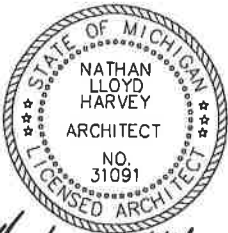


### SITE PLAN - ALLEY MAINTENANCE AGREEMENT

SCALE: 1" = 50'-0"



# EXHIBIT "A"



## DETROIT ARCHITECT

Nathan L. Harvey, AIA

PCS: (313) 615-1115, Off: (313) 869-6900, Fax: (313) 869-4141  
13718 Woodward Ave, Highland Park, MI 48203, harveyn@ameritech.net

### Parking Lot Improvements

Owner: Maysoon Matty, 248-840-8785

Applicant: King of Diamonds Lounge

SITE PLAN - ALLEY MAINTENANCE AGREEMENT.

SCALE: 1" = 50'-0" 11/30/2011 Sheet 1 of 1